

The matter of the defective roof on the Administration building was presented and these bids received:

Auburn Lumber Company --- Johns-Manville.....\$2,770.00

Walter L. Lacy Company--- Philip Cary Roofing... 2,500.00
plus \$200 for installing galvanized metal counter-
flashing or \$450.00 for Copper counterflashing.

It was moved by Gen. Denhardt and seconded by Mr. Cuthbertson that we accept the bid of the Auburn Lumber Company at \$2,770.00. The motion was passed upon roll call.

It was moved by Mr. Cuthbertson that the President and Librarian be authorized to select new books for the Library not to exceed five thousand dollars. The motion was seconded by Mrs. James and unanimously passed upon roll call.

Mr. Denhardt moved that the Cedar House be returned to the student-body as soon as the Library is moved and that the building be put in proper shape. The motion was seconded by Mrs. James and passed upon roll call.

The motion to adjourn was made by Gen. Denhardt, seconded by Mr. Cuthbertson, and unanimously adopted.

Clarence Schneider *McHenry Rhoads*
Acting Secretary Chairman

Minutes of the Board Meeting
November 19, 1927.

The Board met in the office of President Cherry and was called to order by State Superintendent of Education, Dr. McHenry Rhoads. There were present in addition to Mr. Rhoads, Mrs. James and Mr. Cuthbertson, regents.

The minutes of the two previous meetings were read and approved.

President Cherry then explained that the purpose of the meeting was to consider a proposed arrangement with the Regent and Trustees of Ogden College with a view of taking over that property. Mr. R. C. P. Thomas, the Regent, and Messrs John Rodes, W. D. McElroy and Carl Herdman, trustees, were present and gave their reasons for making this application at the same time reading in blank a contract desired to be entered into by the two schools. The contract as submitted was adopted by roll call, all members present voting aye and

signing the paper. The signatures were acknowledged before a notary public. The contract follows:

This CONTRACT AND AGREEMENT OF LEASE, made and entered into, this the 19th day of November, 1927, by and between R. C. P. Thomas, Regent and Trustee under the will of Robert W. Ogden, R.C.P. Thomas, Trustee under the will of John E. Robinson, Max B. Nahm, John B. Rodes, Carl D. Herdman, William D. McElroy, and R. C. P. Thomas, constituting the Board of Trustees of Ogden College, a corporate institution under the laws of the State of Kentucky, parties of the first part, and the Board of Regents of the Western Kentucky State Normal School and Teachers College, by and through H. H. Cherry, President of said institution, and McHenry Rhoads, Sterrett Cuthbertson and H. H. Denhardt, constituting the Executive Committee of the Western Kentucky State Normal School and Teachers College, party of the second part,

WITNESSETH: That whereas, Ogden College has been operating a college for more than fifty years under the will of Robert W. Ogden, where many young men of Warren County and the State of Kentucky have been educated during its fifty years of history, and

WHEREAS, said College has performed real service to the boys of Warren County and the State of Kentucky during said time, and

WHEREAS, while the real estate used for college purposes has increased in value and been greatly improved with buildings on same for college and scholastic purposes, due to increasing expenses and lack of sufficient endowment it is not now able to meet the standards required for a junior or senior college, and

WHEREAS, the Western Kentucky State Normal School and Teachers College, located in Bowling Green, Kentucky, has a large plant and funds from the State of Kentucky so that it can successfully carry on the requisite work for the education of both boys and girls in Bowling Green and Warren County and in the State of Kentucky and meet the standards required, and

WHEREAS, the college campus of Ogden College adjoins and is in close proximity to the campus and grounds of the Western Kentucky State Normal and Teachers College, and

WHEREAS, said last named institution is open to boys of Warren County and of the State of Kentucky and is performing similar service to that required under the will of Robert W. Ogden with much greater facilities,

NOW, the said parties of the first part do hereby and herein lease unto the said party of the second part for a period of twenty years, beginning on the 1st day of January, 1928, and ending on the 1st day of January, 1948, under the conditions hereinafter set out, the following real estate located in Bowling Green and Warren County, Kentucky:

- (1) The Ogden campus located on State and Fourteenth Streets and the Nashville Boulevard, containing seven or eight acres of the ground and being the same property purchased by the Board of Trustees of Ogden College from the Methodist Episcopal Church, South, together with all buildings on same and all equipment belonging to said College.
- (2) The farm of approximately 140 acres located on the Cemetery Pike adjacent to the city limits of Bowling Green and including the property recently purchased by the College from the Warren County Fair Association.

The conditions being as follows, to wit:

- (1) The Ogden campus and the college buildings are to be used for college and scholastic purposes by party of the second part during the term of the lease, and the buildings and grounds are to be kept in good repair by the party of the second part during the term of the lease and to be returned in at least as good condition as when they were received, less natural and unavoidable depreciation. The Regent and Trustee of Ogden College shall keep the buildings on said property insured for not less than the same amounts of present insurance on said buildings now in force, but the party of the second part shall pay the cost of same during the existence of this contract. Any material of major changes required in the grounds during the term of this lease or any improvements in the buildings requiring material change in the buildings shall be approved by the Regent and Trustee of Ogden College. All street assessments against the property now existing or hereafter made shall also be paid by party of the second part.

(2) The aforesaid farm shall be operated by the party of the second part at the expense of party of the second part in such a manner as will be of educational benefit to the students of Warren County and of the State of Kentucky who matriculate and pursue their studies at the Western Kentucky State Normal School and Teachers College during the life of this lease. Any buildings on the property and any improvements on the property shall be kept in good repair and shall be returned in as good condition as when received, less natural and unavoidable depreciation. And the buildings on said property shall be insured in at least the same amounts as the present insurance now in force, the cost of same to be paid by the party of the second part,

(3) The Ogden campus and the school conducted thereon shall be known and designated as Ogden Department of Science of the Western Kentucky State Normal School and Teachers College. The Ogden Farm shall be considered an integral part of the Ogden Science Department.

(4) During the first ten years of this contract 25% of the net annual income of the Ogden Endowment Trust Fund shall be paid each year of the Regent and Trustee to the party of the second part to aid it in carrying on the cause of education for the benefit of the students of Warren County and of the State of Kentucky; 75% of the net annual income to be retained during the first ten years of this contract by the Regent and Trustee for rehabilitating the fund caused by expenditure incidental to the improvement of Ogden College and for further increasing the fund. And for the second ten years of this contract 75% of the net annual income is to be paid to second party each year for the cause of education as hereinbefore set out and 25% of the net annual income to be retained by the Regent and Trustee for the purpose of further increasing the endowment fund.

In addition the entire net annual income of the John E. Robinson estate during the life of this contract is to be paid by the Trustee of said Robinson Fund to party of the second part each year to be devoted towards the payment of the salary of a professorship as provided by the will of John E. Robinson, said professorship or chair to be known as the John E. Robinson Chair of Natural Sciences.

(5) All students of Warren County and the State of Kentucky shall be admitted to the Western Kentucky State Normal School and Teachers College and receive instructions without charge, except that students may be required to pay such incidental, laboratory, and other fees as are charged to all students attending the institution. This shall not include such tuition fees for special courses, such as music, not included in the courses of instruction offered free to all students. And this shall not include the students who are attending what is known as the Training School of this institution.

(6) All past scholastic records of Ogden College shall be kept by the duly constituted officers and faculty of the party of the second part and shall be preserved intact. The Charter of Ogden College, granted by the Legislature of Kentucky to Ogden College, shall become a part of this contract, and the Board of Trustees of Ogden College will by resolution approve the courses of study of the party of the second part, and by the authority vested in said Board of Trustees will grant such degree as the governing authorities of party of the second part may from time to time recommend to said Board of Trustees of Ogden College during the existence of this contract.

(7) The Board of Trustees of Ogden College will out of its income annually award the Trustees' Medal to some student of party of the second part who may be recommended by the governing authorities of party of the second part. In addition, the Board of Trustees will award a medal to a student who shall be victorious in the annual contest for the best original oration, said medal to be known as the Ogden Medal. And the said Board of Trustees will also annually award the Robinson Medal to a student of party of the second part for the best declamation.

(8) The farm known as the Ogden Farm may be sold at any time during the life of this lease by the Regent and Trustee of the will of Robert W. Ogden, and the approval of the Board of Regents of the Western Kentucky State Normal School and Teachers College, and the entire annual net income of said fund realized from the sale of said farm, if sold, shall be paid by said Trustee under the will of Robert W. Ogden to party of the second part for the cause of education for the students of Warren County and the State of Kentucky as hereinbefore set out.

(9) The party of the second part agrees to take over the school of Ogden College on the first

Monday in January, 1928, and finish out the first semester from said date until the second semester in February, at which time the second semester of party of the second part also begins, and party of the second part agrees to pay all salaries of the five Ogden College professors from the first Monday in January up to and including the second semester and to the end thereof, at which time the contracts with the Ogden College professors expire.

(10) The party of the second part also agrees to carry out the contracts, either verbal or written, which the Trustees of Ogden College now has with parties as to the cultivation of certain tracts of land, these contracts for tillage being on a share crop basis, one-half to Ogden College and one-half to the tenant, a list of these contracts being furnished by parties of the first part to party of the second part and all being a short duration.

(11) The building known as the Perry Snell Hall shall during the existence of this contract retain its name as Perry Snell Hall and be called Perry Snell Hall.

This contract has been approved by a meeting of the Board of Trustees of Ogden College by a resolution duly passed by said Board of Trustees, a quorum being present, on the 18th day of November, 1927, and by the Board of Regents of the Western Kentucky State Normal School and Teachers College by a resolution duly passed by said Board of Regents, a quorum being present, on the 19th day of November, 1927, the said resolutions being in words and figures as follows, to wit:

"R. C. P. Thomas, Regent and Trustee under the will of Robert W. Ogden, R. C. P. Thomas, Trustee under the will of John E. Robinson, and the Board of Trustees of Ogden College, and the Board of Regents of the Western Kentucky State Normal School and Teachers College having conferred upon an alliance between said Ogden College and said Western Kentucky State Normal School and Teachers College and having agreed upon the terms thereon, the same having been set forth in a written contract, which contract is now for consideration before this Board of Trustees, it is moved and seconded and now ordered that the aforesaid contract and agreement of lease be and the same is hereby approved, and R. C. P. Thomas, Regent and Trustee under the will of Robert W. Ogden, R. C. P. Thomas, Trustee under the will of John E. Robinson, and Max B. Nahm,

John B. Rodes, Carl D. Herdman, William D. McElroy, and R. C. P. Thomas, comprising and constituting the Board of Trustees of Ogden College, are hereby authorized to execute and acknowledge said contract for and on behalf of the Board of Trustees of Ogden College, and that said contract be made a part of this resolution and be spread upon the records of said Board of Trustees of Ogden College and recorded."

"The Board of Regents of the Western Kentucky State Normal School and Teachers College and R. C. P. Thomas, Regent and Trustee under the will of Robert W. Ogden, R. C. P. Thomas, Trustee under the will of John E. Robinson, and the Board of Trustees of Ogden College, having conferred upon an alliance between said Western Kentucky State Normal School and Teachers College and said Ogden College and having agreed upon the terms thereof, the same having been set forth in a written contract, which contract is now for consideration before this Board of Regents, it is moved and seconded and now ordered that the aforesaid contract and agreement of lease be and the same is hereby approved and the Executive Committee of this Board of Regents, to-wit: McHenry Rhoads, Sterrett Cuthbertson, and H. H. Genhardt, and H. H. Cherry, President of said Western Kentucky State Normal School and Teachers College, are hereby authorized to execute and acknowledge said contract for and on behalf of the Board of Regents of the Western Kentucky State Normal School and Teachers College, and that said contract be made a part of this resolution and be spread upon the records of said Board of Regents of the Western Kentucky State Normal School and Teachers College and recorded."

This contract expires on January 1, 1948, but if for any reason the Ogden campus and the buildings thereon should not be used for school purposes or the school herein provided for not maintained, then the property herein leased, including the farm, shall revert to parties of the first part and the payments of the income herein provided for shall cease.

IN TESTIMONY WHEREOF, witness the signatures of both parties of the first part and the party of the second part, this the 19th day of November, 1927.

OGDEN COLLEGE

By R. C. P. Thomas
Regent and Trustee under will
of Robert W. Ogden

Max B. Nahm
President, Board of Trustees

John B. Rodes
Trustee

William D. McElroy
Trustee

Carl D. Herdman
Trustee

R. C. P. Thomas
Trustee

R. C. P. Thomas
Trustee under will of John
E. Robinson

WESTERN KENTUCKY STATE NORMAL
SCHOOL AND TEACHERS COLLEGE

By H. H. Cherry
President

BOARD OF REGENTS OF WESTERN
KENTUCKY STATE NORMAL SCHOOL
AND TEACHERS COLLEGE

By McHenry Rhoads
Chairman Board of Regents.

Sterrett Cuthbertson

Mrs. Ida H. James

COMMONWEALTH OF KENTUCKY }
COUNTY OF WARREN } SCT

I, Florence Schneider, a notary public in
and for the county and state aforesaid, do hereby
certify that the foregoing instrument of writing
by and between R.C.P. Thomas, Regent and Trustee under
the will of Robert W. Ogden, the Board of Trustees
of Ogden College, R. C. P. Thomas, Trustee under

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the will of John E. Robinson, and the Board of Regents of the Western Kentucky State Normal School and Teachers College was on the 19th day of November, 1927, produced to me by R. C. P. Thomas, Regent and Trustee under the will of Robert W. Ogden, John B. Rodes, William D. McElroy, Carl D. Herdman, and R. C. P. Thomas, Trustees of Ogden College, who executed same and acknowledged same and declared same to be their act and deed and the act and deed of Ogden College by and through said Regent and Trustee under the will of Robert W. Ogden and through said Trustees aforesaid. The said instrument was also executed and acknowledged by R. C. P. Thomas, Trustee under the will of John E. Robinson, who declared same to be his act and deed. And on the same day was also executed and acknowledged by McHenry Rhoads, Chairman of the Board of Regents of the Western Kentucky State Normal School and Teachers College, and by Sterrett Cuthbertson, also one of the Regents of said Teachers College, and by Mrs. Ida H. James, also one of the Regents of the aforesaid Teachers College, and by H. H. Cherry, President of the Western Kentucky State Normal School and Teachers College, all of whom declared same to be their act and deed and the act and deed of the said Board of Regents of the Western Kentucky State Normal School and Teachers College. And the aforesaid instrument was on the 21st day of November, 1927, executed and acknowledged by H. H. Denhardt, one of the Board of Regents of the Western Kentucky State Normal School and Teachers College, the aforesaid McHenry Rhoads, Sterrett Cuthbertson, and H. H. Denhardt constituting the Executive Committee of the aforesaid Board of Regents. And also on the 21st day of November, 1927, said instrument of writing was executed and acknowledged by Max B. Nahm, President of the Board of Trustees of Ogden College, who declared same to be his act and deed for and on behalf of said Ogden College and the act and deed of Ogden College. All of which is certified to the Warren County Court Clerk's office for record.

Given under my hand and seal, this November
21st, 1927.

My commission expires My commission expires Nov.30,1927

Florence Schneider
Notary Public, Warren County, Ky.

STATE OF KENTUCKY)
COUNTY OF WARREN)

SS.

I, Porter Y. Ewing, Clerk of Warren County Court, do certify that the foregoing instrument was this day lodged to be and is, with this and the foregoing certificate. . . .duly recorded in my office.

Given under my hand this 21 day of Nov. 1927.

P. Y. Ewing Clerk

By C. Lively D.C.

A Copy Attest -

P. Y. Ewing - Clk.

C. Lively - D. C.

Since Gen. Denhardt could not be present a letter from him to Superintendent Rhoads expressing his desire to concur in the agreement with the officials of Ogden College, and the wish that his hearty approval of it be recorded in the minutes, was read. Col. Stites through President Cherry and Mr. Cuthbertson also expresses his desire to register his hearty approval.

After this upon motion of Mr. Cuthbertson, with a second from Mrs. James the meeting adjourned to meet again December 22, 1927.

Mattie M. McLean
Secretary

McHenry Rhoads
Chairman